

# **AGREEMENT**

**Between  
The Colerain Township  
Board of Trustees  
And**



**Colerain Career Firefighters  
IAFF Local 3915**



**January 1, 2017 through December 31, 2019**

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## **Article 1: Agreement**

This agreement, entered into by the Colerain Township Board of Trustees, herein referred to as the "Employer", and the International Association of Fire Fighters Local # 3915, Colerain Township Career Firefighters, herein referred to as the "Union."

## **Article 2: Recognition**

The Employer recognizes the Union as the sole and exclusive representative of this collective bargaining agreement with respect to wages, hours, benefits, and other terms and conditions of employment for all full-time employees covered by the agreement, including the title of Firefighter, Captain, and Battalion/Division Chief who are members of Colerain Career Firefighters IAFF Local 3915.

## **Article 3: Purpose**

The purpose of this agreement is to promote and maintain a harmonious relationship between the Employer and the Union. Employer and Union leadership must commit to communication and participation. It is the trust in this process that makes this agreement and the organization successful.

## **Article 4: Employer/Management Rights**

The Union recognizes the Employer's exclusive rights to manage its affairs and the Employer retains and reserves unto itself, without limitation, all powers, rights, and authorities conferred upon and vested in it by the laws and constitution of the State of Ohio. All rights which are ordinarily vested in and exercised by employers except those specifically addressed within this agreement are hereby reserved to and remain vested in the Employer, including but not limited to:

1. The right to manage its affairs efficiently and economically, including the quantity, quality, frequency, and type of services to be rendered; the determination, purchase and control of the types and numbers of materials, machines, tools and equipment to be used; the selection of the location, number and type of its facilities and installations; the addition of or discontinuation of any services, facilities, equipment, materials or methods of operation.
2. The right to hire and set the starting rate of pay within contractual salary ranges as per the contract and to determine starting and quitting time and the number of hours to be worked, including overtime, meals, breaks, rest periods and cleanup times; to determine the amount of supervision necessary, work schedules and the method and process by which work is performed. The right to contract, subcontract and purchase any or all work, processes or services or the construction of new facilities or the improvement of existing facilities; to adopt, revise, and enforce working rules and carry out cost control and general improvement programs.



3. The right to determine the existence or non-existence of facts which are the basis of management decisions, to establish or continue policies, practices or procedures for the conduct of the Fire Department and its service to the public and from time to time to change or abolish such practices and procedures; the right to determine the number and location and/or relocation and types of employees or to discontinue any performance of service by employees of the Township of Colerain; to determine the number of hours per day or week any operation of the Fire Department may be carried on; to select and determine the number and type of Employees required; to assign work to Employees in accordance with requirements determined by Employer's authorities; to establish training programs and upgrading requirements for Employees within the Department; to establish and change work schedules and assignments; to transfer, promote or demote Employees, or to layoff, terminate or otherwise relieve Employees from duty for lack of work or other reasons; to continue, alter, make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or otherwise discipline Employees for other reasons and otherwise take such measures as the Employer may determine to be necessary for the orderly and efficient operation of the Fire Department. However, nothing herein shall prevent employees from presenting their grievances for a complaint or violation of any article or specific term of this agreement.

## **Article 5: Representatives**

The Employer recognizes the right of the Union to select six (6) representatives from the Union, however, neither the Union nor the Employer shall be represented by more than three elected individuals at contract negotiation sessions.

The authority of these representatives elected by the Union membership shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with this agreement.
2. The transmission of such messages and information, which shall originate with and are authorized by the member of such representative, provided the information and/or message has been reduced to writing, or;
3. If not reduced to writing, are of a routine nature and do not involve work stoppage, slowdowns, refusal to perform services, or any other interference with the Employer's business.
4. The right to assist members in disciplinary matters and compensation claims.

These representatives have no authority to take, encourage, or tolerate any action prohibited under this agreement that interrupts the Employer's business. The representatives shall be permitted reasonable time to investigate, process, and present formal grievances on the Employer's property with no loss of pay during their regular working hours, provided that where such time is required it is approved by the Fire Chief, Deputy Chief, or Assistant Chief.



## **Article 6: Grievance Procedure**

### **Section 6.1**

The term grievance shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Article of this Agreement or those matters which are controlled by the provisions of Federal and/or State Laws and/or by the United States or Ohio State Constitution.

### **Section 6.2**

An employee shall first meet with the Employer prior to any appeal to an outside governmental administrative agency in an effort to resolve any matter having specific administrative relief of a judicial or quasi-judicial nature provided for by the statutes of the State of Ohio or the United States for review or redress; i.e., Worker's Compensation, Unemployment Compensation, E.E.O.C., Civil Rights Commission, and Wage and Hour Division. Such matters may not be made the subject of a grievance hereunder and may not be processed as such.

### **Section 6.3**

All grievances must be presented at the proper step and time in progression in order to be considered at the next step. Grievances involving lost pay discipline (suspension, reduction in pay, removal or discharge) shall be initiated at Step 3.

The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

Any grievance not answered by the Employer's representatives within the stipulated time limits, within the first two steps of the grievance procedure, shall be deemed denied and may be advanced by the employee to the next step in the grievance procedure, and will be heard and responded to as outlined in this article. Time limits set forth herein may only be extended by mutual agreement.

Where a group of bargaining unit employees desires to file a grievance involving a situation affecting more than one member of the bargaining unit in a like manner, one member selected by such a group will process the grievance, and shall so indicate that the grievance is a group grievance.

A grievance brought by the Union will require the approval of the Employer and the Union Representative prior to any agreement.

A grievance may be brought by any member of the bargaining unit on his own behalf. The union shall have the right to be present at the settlement of any grievance brought by an employee on his own behalf.

### **Section 6.4**

A grievance must be submitted to the grievance procedure within seven (7) working days after an employee knows or should have known the facts giving rise to the grievance, otherwise it will be considered not to have existed.

In this article, "working days" shall not include Saturdays, Sundays, or Holidays.

### **Section 6.5**

All grievances must be submitted in writing and should contain the following information to be considered:

1. Aggrieved employee's name and signature;
2. Date grievance was filed in writing;
3. Date, time and location of grievance;
4. Description of incident giving rise to-the grievance;
5. Date grievance was first discussed;
6. Name of supervisor with whom grievance was discussed;
6. Article and section of the Agreement alleged to have been violated; and
8. Desired remedy to resolve grievance.

#### Section 6.6

The following steps shall be followed in the formal processing of grievances:

##### Step 1.

A grievance may be submitted by the employee to the employee's immediate supervisor, or the supervisor's designee within the time limits set forth in Section 6.4. It shall be the responsibility of the supervisory fire officer or his designee to investigate the matter and to provide a written answer to the employee within seven (7) working days following the day on which the matter was submitted to him.

In the event that the employee's "immediate supervisor" is the Chief of the Department (i.e., no person holding a rank above Lieutenant and authorized by the Chief of the Department to hear grievances has then been appointed), the Chief of the Department shall hear the grievance in this step 1, and step 2 shall be skipped.

##### Step 2.

A grievance unresolved at Step 1 may be submitted by the employee to the Chief of the Department or his designee within five (5) working days of the presentation of the Step 1 answer. It shall be the responsibility of the Chief of the Department or his designee to investigate the matter and to provide a written answer to the employee within five (5) working days following the day on which the matter was submitted to him.

##### Step 3.

A grievance unresolved at Step 2 may be submitted by the employee to the Township Administrator within five (5) working days of the presentation of the Step 2 answer. The Administrator or his designee shall meet with the employee and a representative of the Union if the employee desires, and provided that Article 3, Section 3.4 is not violated, within seven (7) working days of submission of the grievance to Step 3, to discuss the grievance. The Administrator or his designee shall provide a written answer to the employee within five (5) working days of such meeting.

##### Step 4.

In the event the grievance cannot be resolved at Step 3, the grievance may be submitted by the Union to the Board of Colerain Township Trustees within five (5) working days of the presentation of the Step 3 answer. The Board of Trustees shall meet with the employee and a representative of the Union if so requested in writing no later than one day prior to the scheduled meeting, in executive session at the next regularly scheduled Board of Trustees meeting to discuss the grievance. The Board of



Trustees or its designee shall provide a written answer to the employee within five (5) working days of such meeting.

#### Step 5. Arbitration.

A grievance unresolved at Step 4 may be submitted to arbitration upon request of the Union in accordance with the provisions of Section 6.6 of this Article hereinafter set forth.

#### Section 6.6

The Union, based upon the facts presented, has the right to decide whether to submit a grievance for arbitration. Within fourteen (14) calendar days from the date of the final answer on a grievance from Step 4, the Union shall notify the Employer in writing of its intent to seek arbitration over an unresolved grievance. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party or parties canceling the arbitration. Any grievance not submitted within the fourteen (14) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer or its representative.

A. After receipt of a request to arbitrate, the representatives of each of the parties shall select an arbitrator. The arbitrator shall be selected in the following manner: the Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of seven (7) arbitrators. The parties shall alternately strike the names of the arbitrators until only one name remains. The person whose name remains shall be the arbitrator.

The arbitrator shall limit his decisions strictly to the interpretation, application or enforcement of specific Articles of this agreement. He may not modify or amend this Agreement.

B. The question of the arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is arbitrable, the alleged grievance will be heard on its merits before the same arbitrator.

C. The decision of the arbitrator shall be final and binding on the grievant, the Union, and the Employer. The arbitrator shall render his decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.

D. The costs of the services and expenses of the arbitrator and hearing room expenses, if any, shall be borne equally by the Employer and the Union. The expenses of any witnesses shall be borne by the party calling them. The fees of the court reporter shall be paid by the reporter, or split equally by the parties if both parties desire a reporter. Any bargaining unit member whose attendance is required by the Employer for such hearing shall not lose pay or benefits to the extent such hearing hours are during normal scheduled working hours on the day of hearing.

#### Section 6.8

The Union shall use a grievance form which shall provide the information outlined in Section 6.5. The Union shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms.



## **Article 7: Probationary Periods**

Each new full-time employee shall be required to serve a probationary period of twelve (12) months from the date of appointment. The newly hired probationary employee may be discharged for any reason during the probationary period at the sole discretion of the Employer. Probationary employees are required to contribute a fair share fee to the union as per article 14 of this agreement.

A newly promoted Employee shall be required to serve a probationary period of twelve (12) months from the date of promotion. A newly promoted employee may be demoted at the discretion of the Fire Chief for unsatisfactory performance during the promotional probationary period.

## **Article 8: Layoff and Recalled Employees**

Before the layoff of full-time employees, the Township will reduce 50% of 24-hour part-time staffing positions (i.e., shift slots). Reductions/layoffs would then continue by maintaining the resulting full-time/part-time 24-hour staffing ratio. Nothing here prevents the Township from reducing part-time positions (i.e., shift slots) beyond this, at the Township's sole discretion.

For the purpose of layoffs and recalls, seniority for employees in all uniformed ranks will be determined by continuous service in the Fire Department, calculated from the date of Full Time Employment. In the event two or more Employees within the firefighter ranks have the same date of Full Time Employment, their seniority will be determined by the numerical position on the hiring list from which they were appointed. All Full Time Employees shall be issued a number and a position on the Seniority List.

The seniority of fire officers within each rank will be determined by the date the Employee was promoted to the rank he/she holds. In the event that two or more Employees are promoted at the same time their seniority will be determined by a promotional list based on the test scores for that position.

The following situations shall not constitute breaks in continuous service for which seniority is lost:

1. Absence while on approved leave of absence;
2. Absence while on approved sick leave or disability leave;
3. Involuntary military leave;
4. A layoff of eighteen (18) months or less

The following situations constitute breaks in continuous service for which seniority is lost:

1. Discharge during initial probationary period;
2. Discharge or removal for just cause;
3. Layoff for more than eighteen (18) months;
4. Failure to return to work within fourteen (14) calendar days after a recall from layoff; notice of recall will be in writing and sent by certified mail;
5. Failure to return to work at the expiration of an approved leave of absence;
6. Resignation;
7. Retirement

Any layoff of Employees shall begin with the lowest rank and the lowest Full Time service time within each rank. The following rank structure shall be followed in the event a layoff is necessary:

Level I	Firefighter (all full-time firefighter ranks)
Level II	Captain
Level III	Battalion/Division Chief

Any layoff would begin with the Employee in level I with the lowest seniority. If necessary, layoffs would continue with the seniority order in level I, then advancing to level II, and III, following the same procedure as level I. In the event that more than one Employee was hired on the same date, the highest combined score of the written examinations taken during the hiring process will determine the order of the layoff.

Recall of any laid off full-time employees to their full-time status shall occur prior to recall of part-time staffing positions and shall be made in order of departmental seniority. The most senior employee shall be recalled first. If at the time of recall an employee requires an update in certification training in order to be eligible for the position the employer will pay for all necessary training.

## **Article 9: Reallocations**

An employee who is serving in an acting position of a higher rank when authorized by management, shall be paid at a rate for that rank as determined by the Chief.

## **Article 10: Reinstated Employees**

An employee recalled after a layoff shall be paid at a salary rate within the contractual salary range for the position which he/she last held prior to reinstatement.

## **Article 11: Overtime**

The Fire Chief in accordance with the Fair Labor Standards Act will govern overtime. The Fire Chief may authorize compensatory time within FLSA guidelines.

## **Article 12: Personnel Evaluations**

Personnel evaluations shall take the form and be made in such a manner as prescribed by the Fire Chief. The Chief has the right to deny all or part of an Employee's pay grade steps and has the right to deny all or part of an Employee's contractual percentage pay raise based on the employee's evaluation.

## **Article 13: Allowances**

A. Employees who travel on official Fire Department business or for approved training shall be reimbursed for reasonable travel expenses including air, rail, or bus fares, parking, lodging, and meals. The employer may establish maximum reimbursable limits for travel.

B. Registration fees for conferences, seminars, or other such events deemed to be in the best interests of the Employer, when approved by the Employer, shall be paid for the Employee either by



direct payment, in advance, or by reimbursement. If approved by the Employer in advance, an Employee may be reimbursed for tuition and book expenses incurred in taking and successfully completing college course work or other advanced training to upgrade said individual, the performance of his/her job duties and the image of the Fire Department.

C. No monetary allowances shall be paid to an Employee in lieu of direct payment of insurance expenses; eligible Employees may elect to enroll in the Township's group plan for hospitalization and medical insurance but may not elect to receive any monetary compensation in lieu of Employer payment of insurance expenses.

D. The Employer must approve all in advance.

## **Article 14: Union Dues/Fair Share Fees**

The Employer agrees to deduct, as directed by the Union Secretary/Treasurer, dues and assessments in an amount certified to be current by the Secretary/ Treasurer of the Union from the pay of those Employees who individually request in writing that such deductions be made. The Employer shall remit the total amount of deductions each month to the Treasurer of the Union.

If an Employee does not have a check coming to him/her or the check is not large enough to satisfy the assignment, no collection shall be made from the Employee for that check.

Employees who are not members of the Union shall after sixty (60) days from the date of hire pay to the Union a fair share fee. This arrangement does not require any Employee to become a member of the Union nor shall fair share fees exceed dues paid by a Union member. The deduction of the fair share fee by the Employer from the check of the Employee and its payment to the Union is automatic and does not require the written authorization of the Employee.

## **Article 15: Wages Administration and Interpretation**

The Employer shall be responsible for administering the pay plan for all positions. The Employer shall also be responsible for arrangements that assure the administration of the plan for all Employees on an equitable basis.

The Employer shall be responsible for interpreting the applications of the plan to pay problems that are not specifically covered within this agreement using the principles expressed herein or therein as a policy guide.

## **Article 16: Professional Liability Insurance**

The Employer shall maintain the Fire Department's professional liability insurance at current levels. The Employer shall cover any increase of costs to such insurance.



## **Article 17: Health/Life Insurance**

The employer shall make available to all bargaining unit employees' comprehensive major medical/hospitalization, health care and prescription insurance plans, and dental insurance plans, in effect as of the effective date of this Agreement.

If it becomes necessary to change carriers, or to change to an insurance pool arrangement, and such change would affect the benefits under the plans, the employer agrees to meet with the members of the Union prior to implementing.

The Employer will maintain the same quality of health care coverage (medical, dental, vision and prescription) at no increase of percentage cost to the employees. The employee's contribution shall be 20% of the total cost of the coverage.

On August 1<sup>st</sup> of each year, the employer shall make a deposit into the participating employee's Health Savings Account (HSA) based on the following participation:

Employee Plan = \$1,000  
Employee/Child Plan = \$2,000  
Employee/Spouse Plan = \$2,000  
Family Plan = \$2,000

HSA deposits will be prorated in the year of hire based on the effective date of hire.

If the annual health coverage costs increase, the parties agree to reopen negotiations to discuss only Article 17.

The Employer shall provide coverage as follows: \$50,000 death; \$50,000 accidental death and up to \$25,000 dismemberment insurance.

The employer agrees that the Township will keep the existing Medical Expense Reimbursement Plan (the "MERP") in place not to exceed \$200 per employee, per month.

## **Article 18: Uniforms**

Each employee will be granted a \$500 uniform allotment for each calendar year. \$250 will be available January 31 of each year, and \$250 on July 31 of each year. The amount of each article of clothing will be deducted from the allotment when replacement uniforms are issued. No cash will be given to any employee. The allotment is not cumulative, with \$500 granted each year. The allotment may be used for uniforms and accessories as approved by the Chief.

## **Article 19: Union Business**

Union officers shall be permitted to perform Union Business as per this agreement.

Union business includes travel to Union conferences, seminars, and other activities. Up to forty-eight (48) hours (up to 40 hours for union officer assigned to day shift) for each of the three top Union Officers per calendar year may be granted off without pay for attendance at Union conventions, seminars, conferences, and activities, provided the time off does not interfere with normal Fire Department operations or affect career minimum staffing guidelines. All requests for

Union Time Off shall follow normal department procedures and be approved by the Fire Chief.

The Employer shall provide one bulletin board in each fire station for the sole purpose of posting proper Union notices and information. The parties shall agree on the location and size of each board in each station.

## **Article 20: Holidays/Personal Leave**

All bargaining unit members will receive eight (8) hours of holiday time for the following holidays:

- New Years Day – January 1st
- Martin Luther King Day – 3d Monday in January
- President's Day – 3d Monday in February
- Memorial Day - Last Monday in May
- Independence Day - July 4th
- Labor Day— Last Monday in September
- Columbus Day – 2nd Monday in October
- Veterans Day – November 11th
- Thanksgiving Day – 4th Thursday in November
- Christmas Day - December 25th

In the sole, unreviewable discretion of the Chief, he may permit non-shift employees to work, at straight time, on the following holidays if they occur on their regularly scheduled work day: Martin Luther King Day, Presidents Day, Columbus and Veterans Day. If so, the employee may take another day off during the year, with at least two weeks' notice and with the approval of the Chief, to be compensated at straight-time pay.

If a bargaining unit member is scheduled to, and works on an 8 hour listed holiday, he/she shall be paid at a rate equal to one and one-half times his/her regular rate of pay for 8 of the hours worked. If a bargaining unit member is scheduled to, and works on a 4 hour listed holiday, he/she shall be paid at a rate equal to one and one-half times his/her regular rate of pay for 4 of the hours worked. This is in addition to his/her regular holiday time.

Employees will be granted two (2) personal days annually. A work day shall be equivalent to the length of the employee's regularly scheduled shift; i.e. 8, 10, 12, or 24 hours. Unused personal days as of December 31<sup>st</sup> shall be forfeited.

## **Article 21: Medical Fitness**

The Chief, with the advice of the Medical Director, shall determine the medical fitness for duty of all employees. The Chief shall have the sole right to place any employee on medical leave until the Chief, with the advice of the Medical Director, has determined that the employee in question is medically fit for duty. Any employee placed on medical leave shall utilize all available paid time off during the medical leave period.



## Article 22: Non-Discrimination

The Employer and the Union accept their responsibility to ensure non-discrimination in all aspects of employment for all qualified persons regardless of race, creed, color, religion, national origin, physical disability, sex, age, marital status, or political affiliation. Wherever the male gender is used in reference to this agreement, it shall be construed to include male and female.

There shall be no discrimination, interference, restraint, coercion, or reprisals against any Employee because of Union membership, non-membership, or participation or non-participation in any lawful activity on behalf of the Union.

## Article 23: Wage Scales

Salaries for the years 2017, 2018, and 2019 are shown on the schedule below. All employees covered by this contract are salaried at the following rates based on 212 hours worked per 28-day work cycle. Straight time hourly rates are calculated by dividing the employee's assigned salary rate by 2756 hours (212 hours per cycle x 13 cycles per year = 2756 hours). Salary figures listed represent increases over the wage scales in the collective bargaining agreement which will expire on December 31, 2016:

- a) For Firefighter/Paramedics, Firefighter/Inspectors, Lieutenants, Captains & Battalion Chiefs employed prior to May 1, 2014 (See below): 2.50% (in first year), 2.00% (in second year), and 2.00% (in third year)

	1/1/2017	1/1/2018	1/1/2019
	2.50%	2.00%	2.00%
Firefighter/Paramedic			
FF/P4	\$63,063.07	\$64,324.34	\$65,610.82
FF/P5	\$68,746.35	\$70,121.28	\$71,523.70
FF/P6	\$74,431.32	\$75,919.94	\$77,438.34
Firefighter/Inspector			
FF/I4	\$72,568.59	\$74,019.96	\$75,500.36
Lieutenant	\$77,049.31	\$78,590.30	\$80,162.10
Captain	\$80,162.06	\$81,765.30	\$83,400.61
Battalion Chief			
Prior to May 1, 2014	\$86,121.24	\$87,843.66	\$89,600.54
After May 1, 2014	\$84,562.50	\$86,253.75	\$87,978.83



CAREER FIREFIGHTERS HIRED AFTER 5/1/14 and prior to 1/1/17

Firefighters hired after May 1, 2014 will be paid as follows:

	1/1/2017	1/1/2018	1/1/2019
Probationary	\$45,005.45	\$45,905.56	\$46,823.67
After Probation	\$56,119.52	\$57,241.91	\$58,386.75

Upon completion of the third year of employment, employees hired after May 1, 2014 shall be given a \$2,500 raise in addition to any other negotiated pay raises.

Upon completion of the sixth year of employment, employees hired after May 1, 2014 shall be given a \$3,500 raise in addition to any other negotiated pay raises.

CAREER FIREFIGHTERS HIRED AFTER 1/1/17

Effective January 1, 2017, all career firefighters hired after January 1, 2017 shall be hired with an entry salary of \$43,907.00. Upon completion of a successful one-year probationary period, the annual pay will increase to \$54,750.00 per year.

Upon completion of the third year of employment, employees hired after May 1, 2014 shall be given a \$2,500 raise in addition to any other negotiated pay raises.

Upon completion of the sixth year of employment, employees hired after May 1, 2014 shall be given a \$3,500 raise in addition to any other negotiated pay raises.

In addition, all career firefighters hired after January 1, 2017 shall receive a 2.0% increase on January 1, 2018, and 2.0% increase on January 1, 2019. (This excludes new firefighter/paramedics hired with an effective date of January 1 of any given year)

- b) Employees assuming the position of ACO (Acting Company Officer) will be compensated at a rate of \$1.10 per hour in addition to their regular pay. Employees assuming the position of ACS (Acting Shift Commander) will compensated at a rate of \$1.65 per hour in addition to their regular pay. These pay differentials shall apply only for the time the employee is acting in these positions.
- c) Captains - Employer agrees to assign three (3) Captain's positions for purposes of EMS, Training and Code Enforcement. In addition, as attrition occurs, captains will be replaced by Lieutenants until such time six (6) captains remain (Units 1,2,3 at Station 25 & 26)

## **Article 24: COURT APPEARANCE**

Personnel shall receive a minimum of two hours pay at the full-time rate when they are subpoenaed to testify in court on Department business. Court time beyond two hours will be paid on an hourly basis with straight time.

In order to qualify for pay, the following conditions shall apply:

- 1. The employee shall be off duty when requested to appear in court. Court pay will not be granted if the employee is on duty during the court appearance.

2. A copy of the subpoenaed shall be presented to fire headquarters, along with the "Court Appearance" form, signed and dated by the court bailiff verifying the amount of time spent in court. The form should be obtained at fire headquarters prior to the court appearance.
3. Pay from the court cannot be retained if the employee was on duty during the court appearance, and a department vehicle was used for transportation.
4. Pay shall not be granted if compensation is received from another employer.

## **Article 25 - Training**

Employees to receive straight time pay for all actual hours in attendance while off duty at the following courses (with a minimum of 2 hours straight-time pay): Advanced Cardiac Life Support (ACLS), Pediatric Advanced Life Support (PALS or PEP), and Basic Trauma Life Support (BTLS).

Any mandated/mandatory training as assigned by the Fire Chief while off duty will be paid at 1.5 times with a two-hour minimum.

## **Article 26: Re-Opening Clause**

With the agreement of all parties any section of the contract may be re-opened for negotiation.

## **Article 27: Savings Clause**

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and the remaining parts or portions remain in full force and effect.

## **Article 28: Personnel Records Review**

Each employee may request to inspect his official personnel file maintained by the Employer. Inspection of the individual's personnel file shall be by scheduled appointment requested in writing or by phone call to the Employer. Appointment shall be during the regular scheduled work hours of the administrative staff of the Department. An employee shall be entitled to have a representative of his choice accompany him during such review. Any employee may copy documents in his official personnel file.

If an unfavorable statement or notation is in the official personnel file, the employee shall be given the right to place a statement of rebuttal or explanation in the file. No anonymous material of any type shall be included in the employee's official personnel file.

Records of counseling sessions, verbal admonishments, official reprimands, suspension, reduction in pay or position, and removal or dismissal, shall be maintained in the official personnel file indefinitely, as required by the public records law.

Records of counseling sessions and verbal admonishments shall cease to have force and effect two years from date of issuance, provided no intervening discipline has occurred.



Records of official reprimands, reductions in pay or position, suspension, removal or dismissal, shall cease to have force and effect three years from date of issuance, provided no intervening discipline has occurred.

The following information from an employee's personnel file shall be considered public information available immediately upon request to the Employer: annual salary, degrees held, areas of special certification, and awards or commendations. Any request for additional information from a member's personnel file will require the Employer to immediately notify the Bargaining Unit member and to allow the member three (3) days notification prior to release of said information.

The employer shall disclose all such information from the employee's file in compliance with the specific sections of the Ohio Revised Code which is in effect at the time the request for information is received.

## **Article 29: Labor/Management Meeting**

Labor/Management Discussion Meetings shall be called by mutual agreement to discuss problems of mutual concern of the parties in the labor/management area.

The labor/management committee is to consist of no more than the three (3) designated committee members from the Union and no more than three (3) representatives from Management.

The discussion meeting of one (1) hour's duration will be set by the parties at a mutually agreeable time as follows:

Both parties shall present an agenda in writing to the other at the scheduled meeting. It is encouraged that both parties present discussion topics to each other in advance of the meeting as practicable. At the same time, the Union shall notify the Chief of the names of those committee persons who will be in attendance.

The parties shall consider alternately the consecutively placed items from both lists.

The parties are encouraged to present their items expeditiously. Those items not considered during the labor/management discussion meeting may be re-submitted in writing for agendas of subsequent meetings.



## Article 30: Incentives for Excellence

In an effort to recognize employees that achieve excellence, effective 1/1/18, merit raises up to 1.0% annually will be paid to employees that have reached the following standards in the previous calendar year.

### Health and Fitness (Must meet 1, 2 & 3) .25%

1. Health Risk Assessment
  - a. All adults 18 years old or older shall take online Health Risk Assessment
2. Wellness Standard Fire (Must meet fitness standard and complete Biometric Screenings for b, c & d below. Member is considered to have met the standard if the numbers are in-range or provides documentation that the member is under doctor's care for a category or categories where numbers are out of range).
  - a. Fitness Standard
  - b. Total Cholesterol < 200 mg/dl or HDL  $\geq$  40 mg/dl male;  $\geq$  50 mg/dl female
  - c. BP < 130/85 mm Hg
  - d. Blood Glucose < 100 mg/dl or A1c < 6.5%
3. Attendance Standard
  - a.  $\leq$  Three (3) sick occurrences per calendar year

### Education and Professional Development .25%

1. Ongoing Professional Development (Minimum of 1 activity)
  - a. Enrolled in degree program & actively taking classes
  - b. Instructor, Presenter, Panelist
  - c. Publish articles in Journals/Books/Magazines
  - d. Recipient of internal/external award recognizing service
2. Professional Achievements (minimum of 1 activity)
  - a. Completion of college degree
  - b. Designation and training as a Fire Instructor, EMS Instructor, SCBA Technician, BERT Fire Inspector, Fire (arson) Investigator, Tactical Medic, QRT. This list is not "all inclusive." All employees are required to provide documentation of annual activity serving in one of the capacities.

### Work Performance (Must meet all) .25%

1. Evaluation
  - e. Meets/Exceeds Expectations in all categories
2. Discipline
  - a. No discipline above a "Record of Conversation for previous calendar year

### Longevity .25%

1. Longevity
  - a. Completion of 7 years with Colerain Township

## Article 31: Vacation

All calculations for accrual of vacation time will be based on full-time employee's anniversary date..

Employees shall earn vacation leave according to their number of years of service with governments from Ohio, Indiana and Kentucky. The effective date for recognizing service from other entities applies to new hires on or after the effective date of this agreement and shall be accrued each pay period as follows:

- A. Zero (0) through Five (5) years - 80.0 hours (or its equivalent) 5 days vacation, computed 3.1 hours per pay period.
- B. Six (6) through Ten (10) years - 120 hours (or its equivalent) 7.5 days vacation, computed 4.6 hours per pay period.
- C. Eleven (11) through Fifteen (15) years - 144 hours (or its equivalent) 9 days vacation, computed 5.54 hours per pay period.
- D. Sixteen (16) through Twenty-Five (25) years - 176 hours (or its equivalent) 11 days vacation, computed 6.77 hours per pay period.
- E. Twenty-Five (25) or more years - 200 hours (or its equivalent) 12.5 days vacation, computed 7.7 hours per pay period.

Vacation request:

- a. Vacation request will be considered in order of rank and seniority, and will be evaluated against the need to maintain efficient township operations. The final scheduling of employees' vacation shall be the responsibility of the Township and shall be consistent with an efficient work schedule.
- b. The vacation request form with procedures will be circulated at the beginning of each calendar year during the fourth quarter of the preceding year.

When a scheduled holiday falls within an employee's scheduled vacation leave, that employee will be credited with 8 hours of holiday time.

Each unit crew is considered separately for vacation selection.

Vacation selection is based on the calendar year, January 1st through December 31st.

The career minimum staffing standards shall apply when considering vacation requests.

An employee may select vacation time in the form of individual days or weeks according to the selection policy. Vacation time shall be taken in full day or shift (eight hours for daytime; 16 hours for shift employees) or half day (four hours for daytime; eight hours for shift employees).

Request to change vacation selection shall be submitted in writing at least two weeks prior to the original selected dates.



#### Vacation carry-over:

- a. Full-time employees must take a minimum of 80 hours vacation each year after one year of employment. A full-time employee may carry accumulated vacation leave of a maximum of 80 hours forward to the next year. Accrued vacation leave in excess of 80 hours is dropped and lost on January 1st of the new year.

Any unused vacation time will be paid to the employee upon termination of employment.

Employees will be granted one opportunity, for each request, to change his/her vacation selection for the applicable vacation selection period. All vacation selections are considered final following the one opportunity to change the date or dates, if requested, otherwise, selections are final after making first choice(s).

## Article 32: Leaves of Absence

### Sick Leave.

1. Use of sick leave. Sick leave shall be granted to the employee, only upon approval of the Fire Chief, which may be subject to the approval of the Township Administrator or Board of Trustees or both, for the following reasons (except illness or injury of the employee is not subject to prior approval of the Fire Chief):
  - a. Illness or injury of the employee or exposure to a contagious disease, where the presence of the employee at his job would jeopardize the health of others.
  - b. Death of a member of the employee's immediate family. Sick leave usage is limited to five working days; 21/2 duty tours for a shift worker.
  - c. Medical, dental or optical examinations or treatment of the employee.
  - d. In emergency situations, the employee may take sick time subject to the Fire Chiefs approval, to tend to an ill or injured immediate family member.
2. Definition of immediate family. Mother, father, spouse, child, stepchild who lives with the employee, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, a legal guardian or other person who stands in place of a parent.
3. Notification. Employees should contact their supervisor as soon as possible when they are unable to report for duty due to an illness or injury. Notification shall be made directly to the duty shift commander no later than 05:30 hours.
4. Amount of credit. Sick leave credit shall be accrued at the rate of 4.6 hours for each 80 hours of service, or its equivalent, in active pay status, including paid vacation and paid sick leave, but not during a leave without pay or a layoff.
5. Advancements. Advancements of sick time and vacation time will not be allowed.
6. Verification. If necessary., any supervisor designated by the Fire Chief has the

authority to check on the employee to verify a reported illness or injury for use of sick leave. The Township may take any steps necessary and permitted by law to verify need for sick leave or ability to return. Abuse of sick time will result in disciplinary action.

7. Pay for unused credit upon separation. Upon death or retirement, the Township will pay full-time employees with at least ten years of service for one-fourth of the value of up to a maximum of 1,440 accrued, unused sick leave credit hours (or a maximum of 360 hours paid upon separation).

General leave of absence. The Trustees or their designated agent may grant leave without pay for a period not to exceed 90 days if the employee will be engaged in training for subjects related to public service, or for urgent personal reasons. In extraordinary circumstances, the Trustees or their designated agent may grant one extension not to exceed 90 days. The extension is also without pay.

Maternity leave. Absence due to pregnancy and childbirth is the same as any other temporary disability; therefore, the same leave policies, regulations and procedures that apply to requests for sick leave or general leaves of absence apply to maternity leave.

Jury duty. Employees required to serve on a jury will be reimbursed as set forth in this Article. Subject to the other provisions of this Article, employees shall suffer no loss of regular straight time earnings for time necessarily lost due to jury service, up to a maximum of two weeks in any calendar year. The lost pay will be computed by deducting any amounts of jury pay which the employee has received or is eligible to receive for his jury service for the days in question. To be eligible, the employee must present the Township satisfactory evidence of the dates and times of jury service and the amounts of pay which the employee is entitled to receive or has received. If an employee is excused from jury service for the day early enough to return to his regular shift, he shall do so. Employees who expect to be called for jury service shall notify the Township as promptly as possible so that the Township may make the necessary arrangements. The Township expects each employee to perform his civic duty, and serve when called; however, in exceptional cases the Township may be unable to do without the services of the employee. In such exceptional cases, the employee will cooperate with the Township in seeking to be excused from jury service.

Military service. Employees who enter the military service of the United States will be afforded all rights applicable by law. Employees should notify the Township as soon as possible of the need for military absence.

#### Leaves under the Family and Medical Leave Act.

1. Basic Leave Entitlement. Under the Family and Medical Leave Act ("FMLA"), an employee who has been employed by the Township for at least one year and worked at least 1,250 hours in the previous 12 months, may take up to 12 weeks of unpaid leave during a rolling 12-month period, for any of the following reasons:

- a. For incapacity due to pregnancy, prenatal medical care or child birth;
- b. To care for the employee's child after birth, or placement for adoption or foster care;

To care for employee's spouse, son or daughter, or parent, who has a serious health condition: or



- d. For a serious health condition that makes the employee unable to perform the employee's job.

A "rolling 12-month period" means the 365 (or 366 where applicable) days immediately preceding any day the employee takes leave.

2. Military Family Leave Entitlement. Eligible employees with a spouse, son, daughter, or parent on active duty in a foreign country or called to active duty status for deployment in a foreign country in the Armed Forces, including in the National Guard or Reserves, may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, or a former member if treatment is within five years of service, who has a serious injury or illness incurred in the line of duty on active duty.

3. Notice and Application. An employee must provide at least 30 days' advance notice before the family or medical leave is to begin if the need for leave is foreseeable, such as for expected birth or planned medical treatment. If 30 days' notice is not practicable, then the employee must provide as much notice as is practicable and generally must comply with the required call-in procedure. The initial notice must provide sufficient information for the Township to determine if the leave may qualify for FMLA protection. An employee shall complete a leave of absence application form, available from his or her supervisor, when requesting leave, or as soon after that as is practicable. The employee must list on this form the reasons for the requested leave, the expected start of the leave, and the expected length of the leave. If the employee is requesting intermittent leave or a reduced leave schedule, the employee shall state the reasons why the intermittent leave or a reduced leave schedule is medically necessary and the schedule of treatment. (Intermittent leave and reduced leave schedule are not available for birth or adoption leaves.) The employee must also state if the requested leave is for a reason for which FMLA leave was previously taken or certified.

The Township will designate the leave as FMLA or not and so notify the employee. If the employee disagrees, he or she should inform the Township immediately. If the employee appears to be eligible, the Township will notify the employee of any additional information required, the amount of leave counted against the employee's leave entitlement and the employee's rights and responsibilities. If the employee is not eligible, the Township will provide the reason.

4. Medical Certification. An employee requesting leave to care for the employee's spouse, child or parent, or due to the employee's own serious health condition, must submit a medical certification completed by the health care provider of the employee or the employee's ill family member, demonstrating the need for the leave. The Township will provide a form for this. When the duration of the condition listed in the original certification is 30 days, or less, if the employee's leave (whether full time, intermittent, or on a reduced schedule) is beyond 30 days, then a new medical certification shall be required after 30 days, and each 30 days after that. When the duration of the condition listed in the original certification exceeds 30 days, a new medical certification shall be required if the employee's leave is beyond the specified duration or every six months, whichever occurs first. A second opinion may be required; a third opinion may also be required if needed to resolve a dispute between the first and second opinions.



5. Definition of Serious Health Condition. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

6. Use of Leave. An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

7. Pay and Benefits. All family and medical leaves are without pay, except to the extent paid leave is available. FMLA leaves are without benefits, except that group health and hospitalization insurance will be continued during FMLA leave with the same terms, conditions and employee contributions applicable to employees who are actively at work. The Township will require an employee to use any paid time off that is available for the employee's family or medical leave, if the leave would otherwise be unpaid, and the paid leave counts against the 12- week entitlement.

8. Return from Family or Medical Leave. Employees must tell their supervisor of the date they will be able to return to work, in writing, no later than one week in advance whenever practicable. An employee on medical leave due to the employee's own serious health condition must, as a condition to returning to work, submit a medical certificate releasing the employee to return to his or her job. Upon return from FMLA leave, most employees must be restored to their original or equivalent position with equivalent pay, benefit or other employment terms.

9. Limitations and Enforcement. All leaves which may be available or taken under the Family and Medical Leave Act are subject to the restrictions, limitations and conditions provided in that law and any valid regulations promulgated under it. An employee who believes his or her FMLA rights have been violated may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA:
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.



10. Other leaves of absence due to employee's disability or other reasons. An employee who is unable to work but is not eligible for FMLA leave or has used all available FMLA leave, or who wishes leave for other reasons, must apply under the Township's non-FMLA leave of absence policy.

### **Article 33 Subcontracting**

The employer shall not subcontract any fire services, emergency medical services and community risk reduction services to the Township currently performed by members of the Union during the life of this agreement.

### **Article 34 – Additional Career Firefighters**

Effective 1/1/18 the Township agrees to hire 3 additional career firefighters

No later than October 1, 2018, the Township and Union agree to reopen negotiations to consider the hiring of 3 additional career firefighter's effective 1/1/19.

### **Article 35: Expiration**

This agreement shall be effective as of the 1st day of January 2017 and shall remain in full force and effect until the 31st day of December 2019.

# Memorandum of Understanding: Medical Examination

The Township will amend GOGL 36.10 as follows:

36.10— Add as the last sentence: The Chief expressly retains the authority to review the results and to compel follow-through.

36.10a — Ages 18-44 — once every three years

36.10b — Ages 45 and above — annually

36.10c — Remove

36.10e — Remove Re-letter as necessary

The parties understand and agree that, between the examinations scheduled in section 36.10, the employee remains responsible for taking such steps as he or she deems necessary to secure timely medical examination and treatment to promptly address illness and injuries as the employee becomes aware of them.



## **Memorandum of Understanding: Public Education Special Events Details**

The parties have agreed that the Township shall add:

"If during off-shift hours. Public Education Special Events, when approved by the Chief or Assistant Chief" to the list of work details set out at section 5.5 of the G.O.G.L dated February 22, 2006.

For the Union:

Phil King  
Joseph J. [Signature]

Date: 9/9/10

For the Employer:

[Signature]

Date: 8/9/16